

**2010 COURT SECURITY,
BAILIFF, AND TRANSPORTATION
SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2010, by and between West Valley City (the “City”), a municipal corporation of the State of Utah, whose principal offices are located at 3600 Constitution Boulevard, West Valley City, Utah 84119, and Court Services of Utah, a Utah limited liability company, whose principal offices are located at 75 East Fort Union Blvd, Suite 122, Midvale, Utah 84047 (“Court Services”) (collectively the City and the Court Services are referred to as the “Parties”).

W I T N E S S E T H :

WHEREAS, the City provides and operates a justice court (the “Court”); and

WHEREAS, §17-25-5, Utah Code Annotated, 1953 as amended, provides that the governing body of a municipality, where a municipal justice court exists, may contract with any one or more of the appointed Constables to provide services in criminal cases for the contracting governmental entity by any method and for any amount mutually agreed upon; and

WHEREAS, the services of Court Services are overseen by duly appointed Constable Larry Bringhurst, who has previously provided such services to the Court and who has the expertise and desire to continue to provide prisoner transportation and bailiff services to the Court and has provided the City with a proposal for such services for the Court; and

WHEREAS, the City conducted a Request for Proposals in order to choose the constable best suited to provide prisoner transport and bailiff services to the Court at the most reasonable cost; and

WHEREAS, the City has determined that the proposal submitted by Court Services would best serve the interests of the City, both in terms of services to be rendered and costs required for those services; and the City and Court Services desire to enter in to an agreement to provide transportation and bailiff services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Services Provided by Court Services.**

a. Transportation Services.

i. Court Services shall provide prisoner transportation for the Court in accordance with the Salt Lake County Sheriff's Office Prisoner Transportation Policies and Procedures.

- ii. Court Services shall deputize sufficient personnel as to effectively and efficiently provide secure transportation services. Court Services shall enumerate the costs for this service in their invoices.
 - iii. Transportation of inmates shall be completed immediately upon request if reasonably possible.
 - iv. Court Services' deputies shall check in with appropriate Court personnel upon arrival at the Court.
 - v. Deputy constables transporting inmates shall be in radio contact with bailiffs at the court facility.
 - vi. Court Service shall insure that bailiffs and transportation officers shall be similarly trained, possess common communications and conduct operations in accordance with 3-414 Code of Judicial Administration, internal policies of Court Service and consult on operations with the presiding judge and court administrator of the court.
- b. Bailiff Services.
 - i. Court Service shall provide Three (3) Full-time Bailiffs and One (1) Part-time Bailiff position (1 ½ days per week) shall be staffed during court hours, including 6 nights per month for Traffic School, Monday-Thursday 8AM to 6PM, and until 7:00 pm for Traffic School. Court Services shall insure this minimum coverage regardless of the number of personnel necessary to maintain coverage. Court Services shall enumerate costs to be billed to City for this service.
 - ii. Court Services shall provide a policy manual to the city covering court procedures employed, training requirements and hiring process information for employment with constable.
 - iii. Court Services shall comply with Utah Judicial Council Rules of Judicial Administration for court security (3-414) and the West Valley Justice Court Security Plan.
- c. Training and Supplies.
 - i. Court Services shall provide, at its sole expense, all required, appropriate and necessary training, uniforms, weapons, and other equipment necessary to provide the services set forth in this Agreement. Provided, however, that the City shall supply the Magnetometer and X-ray machine and will provide training in the operation of each.

- ii. Court Services shall provide its deputies who provide services under this Agreement with radios and other appropriate communications equipment which will allow communication with the City.

2. **Records.**

- a. Court Services shall maintain complete and accurate records of all services performed, billings generated, and payments received pursuant to this Agreement.
- b. Court Services shall provide to the City, in a form and frequency acceptable to the City, those reports, forms, summaries, or any documentation City deems necessary to carry out the purpose of this Agreement.
- c. Records shall be maintained for no less than three years following termination of this Agreement.
- d. Court Services shall continually provide to the City an updated list of all Deputy Constables assigned to the West Valley City Justice Court to verify their qualifications to serve as “Special Function Officers,” as required under Utah Code Ann. § 53-10-105.
- e. City shall have the right to inspect Court Services’ records maintained under this Agreement during regular business hours or upon request, at reasonable times and places.

3. **Reports.** Court Services shall provide reports to the City, at least monthly, in a form acceptable to the City to assist the City in monitoring the effectiveness and quality of Court Services’ performance under this Agreement.

4. **Office and Operation.** Court Services shall have a staff of sufficient personnel and an office from which Court Services provides services under this Agreement, and shall make acceptable telephonic or electronic access available to the City, its employees, and agents. Court Services shall maintain frequent contact, either telephonically or by personal visits, with those City personnel responsible for coordinating and monitoring the transportation and bailiff services to ensure efficient and timely service.

5. **Constable.** All services provided pursuant to the terms of this Agreement by Court Services shall be provided by and under the direction of Constable Larry Bringham, or such successor appointed Constable as may be approved by the City, in its sole discretion.

6. **Payments by the City.** In consideration of the services provided by Court Services pursuant to this Agreement, the City agrees to pay Court Services the following:

- a. Transportation Services.

- i. Thirty Dollars (\$30.00) from Adult Detention Center (“ADC”) to West Valley City Justice Court and return to ADC to include a wait time of two hours per inmate.
 - ii. Thirty Dollars (\$30.00) per hour for wait time with prisoners at the Court, beginning with the second hour of wait time.
 - iii. Thirty five Dollars (\$35.00) from outside of Salt Lake County to West Valley City Justice Court and return to facility outside of Salt Lake County plus one dollar (\$1.00) per mile. All mileage is calculated one way. An additional one way charge will be incurred if the defendant is returned to a facility outside Salt Lake County.
 - iv. Twenty Five Dollars (\$25.00) per prisoner for transport forthwith.
 - v. There shall be no charge for false runs within Salt Lake County so long as the false runs are reasonably infrequent.
- b. Bailiff Services.
 - i. The City shall pay Twenty-Two Dollars (\$22.00) per hour, or part thereof, for bailiff services provided by the Court Services pursuant to this Agreement.
- c. Billing.
 - i. Court Services shall submit bills and claims for services before the last day of each month.
 - ii. The Court Services must submit the final billing to City within 60 days of termination of this Agreement.
 - iii. The prices stated include all costs associated with the performance of the services specified, including labor, materials, transportation, etc. No other charges are allowed, nor will they be paid by the City.

7. **Applicable Law.**

- a. Court Services shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Court Services’ operations. Specifically, Court Services shall comply with, but not be limited to, Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration Rules and Regulations, and the Americans with Disabilities Act.

- b. Any violation of federal, state, or local law shall constitute a breach of this Agreement, and Court Services shall hold the City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violation.
- c. This Agreement shall be construed under and in accordance with the laws of the State of Utah and the laws of the United States of America.

8. **Court Services as Independent Contractor.**

- a. Court Services is an independent contractor and, as such, shall have no authorization, expressed or implied, to bind City to any agreements, settlements, liability, or understanding whatsoever. Court Services agrees not to perform any acts as agent for the City, except as expressly set forth herein.
- b. Court Services shall be responsible for Court Services' own actions and the actions of Court Services' deputies, agents, and employees and any liability resulting therefrom, including deputy, agent, and employee compensation, benefits, insurance, and other applicable items.
- c. Compensation provided herein shall be the total of compensation payable hereunder by City.
- d. Persons employed by City and acting under the direction of City shall not be deemed to be employees or agents of Court Services.

9. **Term of Agreement.** The term of this Agreement shall commence on July 1st, 2010 and end at Midnight on June 30, 2011. The Parties may extend this Agreement for three additional one-year periods, renewable on an annual basis, under the same terms and conditions, provided, however, that the parties may agree to amend the amounts paid to Court Services for services rendered. All renewals of this Agreement pursuant to this section shall be executed in writing by the parties not less than 30 days prior to the expiration of the then current term. The City Manager is authorized to negotiate and execute such renewals on behalf of the City

10. **Termination of Agreement.**

- a. City may terminate this Agreement without cause by giving Court Services 30 day's prior written notice.
- b. City may terminate this Agreement for cause immediately by giving written notice to Court Services stating Court Services' breach of this Agreement for unreasonable performance, bad faith performance, lack of performance, or failure to operate under the direction of a duly appointed Constable.
- c. Court Services may terminate this Agreement without cause by giving City 90 days' prior written notice.

11. **Breach of Agreement.** In the event Court Services breaches any term or condition of this Agreement, Court Services agrees to reimburse the City for any and all costs, expenses, or damages sustained by the City as a result of such breach and agrees to pay the City's expenses in enforcing this Agreement, including reasonable attorney's fees and costs (whether incurred by in-house or independent counsel), either with or without litigation, on appeal or otherwise, and administrative expenses, and court costs arising out of or by reason of Court Services' performance or failure of performance hereunder.

12. **Indemnification.** Court Services agrees to indemnify, defend, and hold harmless the City and the City's officials, agents, and employees from and against any and all loss, damages, injury, liability, suits, claims, costs (including attorney's fees and costs), and proceedings arising out of the performance of or failure to perform this Agreement by Court Services or Court Services' agents, volunteers, or employees; or of the actions of any person served in the performance of this Agreement, Court Services shall release and indemnify the City, its officers, employees, and agents for damages, injuries, or loss committed by said person against Court Services, Court Services' employees and agents, or others.

13. **Insurance Required.** Court Services shall maintain, in effect throughout the term of this Agreement, commercial general liability insurance coverage insuring and protecting the City, in a form acceptable to the City, from liability, harm, or injury which may arise as a result of the actions or inactions of Court Services or Court Services' deputies and agents. The amounts of such insurance shall not be less than the following:

- a. **Workers' Compensation:** In compliance with the workers' compensation laws of the State of Utah, and Employer's Liability limits of Two Million Dollars (\$2,000,000) per injury.
- b. **Commercial General Liability:** A minimum of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and not less than Three Million Dollars (\$3,000,000) in the aggregate. The general aggregate limit shall apply separately to the activities to be performed pursuant to this Agreement, or the general aggregate limit shall be two (2) times the required occurrence limit. The coverage shall be in the nature of Broad Form Commercial General Liability coverage, and shall specifically include, at minimum, the following coverages:
 - i. Comprehensive Form;
 - ii. Broad Form Property Damage; and
 - iii. Personal Injury.

- c. **Automobile Liability:** A minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) combined single limit for bodily injury, personal injury, and property damage. At minimum, the following coverages shall be included:
 - i. Owned automobiles;
 - ii. Hired automobiles; and
 - iii. Non-owned automobiles.
- d. **Other Insurance Provisions.** The policies shall contain, or shall be endorsed to contain, the following provisions:
 - i. Commercial General Liability and Automobile Liability Coverages:
 - A. All policies shall include the City and its employees, officers, officials, agents, volunteers, and assigns as insured, but only with respect to operations of the Constable. Any reference to the City, either in the provisions of this paragraph entitled “Insurance” or in any policies provided pursuant to this Agreement, shall include the City and its respective employees, officers, officials, agents, volunteers, and assigns.
 - B. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
 - ii. Coverage shall state that the Constable’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance with respect to the acts of the Constable.
 - iv. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.
- e. **Acceptability of Insurers.** Insurance is to be placed with insurers with an AM Best rating of no less than an A- Carrier, with a rating of VII or higher.

- f. **Verification of Coverage.** The Constable shall furnish the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City expressly reserves the right to require complete, certified copies of all required insurance policies at any time. Consequently, the Constable shall be prepared to provide such copies prior to the execution of this Agreement.
 - g. **Continuity of Coverage.** Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice to the City by certified mail.
14. **Integrated Document.** This Agreement embodies the entire agreement between the City and Court Services for the scope of services and terms and conditions of the services. No verbal agreement or conversation with any officer, agent, or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way shall be binding upon City.
15. **Notices.** All notices required under this Agreement shall be deemed given when mailed by first class mail and addressed to the proper party at the address set forth in the first page of this Agreement.
16. **Amendments to Agreement.** This Agreement may be amended only by written agreement of the parties hereto.
17. **Severability.** If any provision of this Agreement is held to be invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
18. **Agreement Non-assignable, Non-transferable.** The Court Services shall not assign or transfer any interest in this Agreement without the written consent of the City to such assignment or transfer.
19. **Agreement Binding.** Court Services covenants that the provisions of this Agreement shall be binding upon Court Services' heirs, successors, representatives, and agents.
20. **Effective Date.** This Agreement shall become effective on the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

COURT SERVICES OF UTAH

Blake Nakamura, Manager

Larry C. Bringhurst, Salt Lake County Constable

State of _____)
County of _____) :ss

On this _____ day of May, 2010, personally appeared before me Blake Nakamura, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Manager of Court Services of Utah, a limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary Public

State of _____)
County of _____) :ss

On this _____ day of May, 2010, personally appeared before me Larry C. Bringhurst, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he a Salt Lake County Constable acting under authorization of Court Services of Utah, a limited liability company, by authority of its manager.

Notary Public